

Combined Declaration and Power of Attorney for Patent Application

Docket Number: 1581.0250001/DKSC/ALF

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter that is claimed and for which a patent is sought on the invention entitled Cathode Arc Source and Graphite Target, the specification of which is attached hereto unless the following box is checked:

- ☒ was filed on January 25, 1999;
as United States Application Number 09/236,113; and
was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information that is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application, which designated at least one country other than the United States listed below, and have also identified below any foreign application for patent or inventor's certificate, or PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Priority Claimed

GB 9615548.6 Great Britain 24 July 1996
(Application No.) (Country) (Day/Month/Year Filed)

☒ Yes ☐ No

(Application No.) (Country) (Day/Month/Year Filed)

☐ Yes ☐ No

I hereby claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below.

(Application No.) (Filing Date)

(Application No.) (Filing Date)

I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s), or under § 365(c) of any PCT international application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose information that is material to patentability as defined in 37 C.F.R. § 1.56 that became available between the filing date of the prior application and the national or PCT international filing date of this application.

PCT/GB97/01992 24 July 1997 Published
(Application No.) (Filing Date) (Status - patented, pending, abandoned)

To Be Assigned
PCT/GB97/01992 25 January 1999 Abandoned
(Application No.) (Filing Date) (Status - patented, pending, abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Robert G. Sterne, Esq., Reg. No. 28,912; Edward J. Kessler, Esq., Reg. No. 25,688; Jorge A. Goldstein, Esq., Reg. No. 29,021; Samuel L. Fox, Esq., Reg. No. 30,353; David K.S. Cornwell, Esq., Reg. No. 31,944; Robert W. Esmond, Esq., Reg. No. 32,893; Tracy-Gene G. Durkin, Esq., Reg. No. 32,831; Michele A. Cimbala, Esq., Reg. No. 33,851; Michael B. Ray, Esq., Reg. No. 33,997; Robert E. Sokohl, Esq., Reg. No. 36,013; Eric K. Steffe, Esq., Reg. No. 36,688; Michael Q. Lee, Esq., Reg. No. 35,239; and Steven R. Ludwig, Reg. No. 36,203.

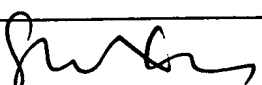

Send Correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Suite 600
Washington, D.C. 20005-3934

Direct Telephone Calls to:

(202) 371-2600

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor Xu SHI	
Signature of sole or first inventor 	20/05/99 Date
Residence BLK 356, #02-402, Woodlands Avenue 5, Singapore 730356	
Citizenship Singapore	
Post Office Address same as above	
Full name of second inventor Beng Kang TAY	
Signature of second inventor 	20/05/99 Date
Residence 18 Sin Ming Walk #06-01, Singapore 575569	
Citizenship Singapore	
Post Office Address same as above	

Full name of third inventor Hong Siang TAN	
Signature of third inventor <i>Tan Hong Siang</i>	Date 20 May 1999
Residence 24 Jalan 17/1, 46400 Petaling Jaya, Selangor, Singapore	
Citizenship Singapore	
Post Office Address same as above	
Full name of fourth inventor David Ian FLYNN	
Signature of fourth inventor	Date
Residence 7 Welland Close, Crowborough, East Sussex TN6 3BF	
Citizenship British	
Post Office Address same as above	

PAUSERSVATERR YALF11581W25-1/declaration
SICOP Rev. 1/7/99 mod

(Supply similar information and signature for subsequent joint inventors, if any)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Shi *et al.*

Appl. No.: 09/236,113

Filed: January 25, 1999

For: **Cathode Arc Source and Graphite
Target**



Art Unit: 1753

Examiner: *To Be Assigned*

Atty Docket: 1581.0250001

Declaration of Xu Shi Under M.P.E.P. § 409.03(d)

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

I, Xu Shi, do hereby declare as follows:

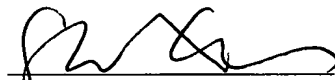
1. I am the first named inventor of the above-referenced application entitled Cathode Arc Source and Graphite Target.
2. David Flynn is also a named inventor for the above-referenced application and contributed to the claimed invention through his joint efforts with me and other inventors.
3. Mr. Flynn, the other named inventors, and I were employed by the Nanyang Technological Institute ("the Institute") at the time of the invention of the above-referenced application. Mr. Flynn's employment contract with the institute, attached as Exhibit A hereto, to provide that Mr. Flynn inform the Institute of any invention and enter into a mutual arrangement to enable the Institute to obtain a patent to such an invention. [see Exhibit A, ¶13.] Filplas Vacuum Technology PTE Ltd., the entity to

which the above-referenced application is to be assigned, is a private company set up by the Insitute to exploit intellectual property derived from the Institute.

4. I was informed that Mr. Flynn refused to sign the Combined Declaration and Power of Attorney for Patent Application and Assignment documents in the above-referenced application. I spoke with Mr. Flynn in July, 1999 and he was concerned about possible compensation for his efforts. I explained to him that any compensation to inventors will be given by the Institute according to rules and regulations established by the Institute. I also informed Mr. Flynn that he will receive his fair share of any compensation given to the inventors of the above-referenced application.

All statements made herein of my own knowledge are true. All statements made on information and belief are believed to be true. The statements are made with the knowledge that willful false statements and the like so made are punishable by fine, imprisonment, or both, under 18 U.S.C. 1001 and may jeopardize the validity of the above-referenced U.S. application or any patent issuing therefrom.

Executed on this 9th day of September, 1999, in Singapore Singapore


Xu Shi, Ph.D.

Item No. 1.



Dated 6 October 1990

THE NANYANG TECHNOLOGICAL INSTITUTE

and

MR DAVID IAN FLYNN

AGREEMENT FOR SERVICE

'EXPATRIATE CONTRACT'

NANYANG TECHNOLOGICAL INSTITUTE

AGREEMENT FOR SERVICE

This Agreement is made the 6th day of October
One thousand nine hundred and ninety (19 90) Between the
NANYANG TECHNOLOGICAL INSTITUTE, a corporation incorporated by statute
in the Republic of Singapore (hereinafter referred to as "the Institute") of the one part
And MR DAVID IAN FLYNN
of No. 14 OLD GARDENS CLOSE
TUNERIDGE WELLS
KENT, GREAT BRITAIN
(hereinafter referred to as "the Appointee" of the other part).

1. This Agreement is conditional upon:
 - (a) The Appointee's satisfying the Institute as to his medical fitness; and
 - (b) an Employment Pass to teach at the Institute being granted to the Appointee by the Controller of Immigration, Singapore; and

if the Appointee fails to satisfy the Institute as to the Appointee's medical fitness or if for any reason whatsoever the Controller of Immigration, Singapore, refuses to grant the Appointee's Employment Pass, then this Agreement shall be null and void and of no effect.

- N.F.
2. The Institute agrees to appoint the Appointee and the Appointee agrees to act as a Lecturer in the School of Electrical and Electronic Engineering upon and subject to the terms and conditions following, namely:

3. This Agreement shall take effect on the 6th day of October 19 90, and subject to the provisions set out in Clauses 1 and

- N.F.
- 4 herein shall continue to be effective up to the 5th day of October 1993, (both dates inclusive). ~~If the Appointee shall marry during the continuance of this Agreement, the Institute reserves the right to review the terms and conditions of this Agreement.~~

- 2 -

4. This Agreement may be determined at any time

- (a) by either party giving to the other not less than three months' notice in writing; or
- (b) by either party forthwith without any previous notice upon paying the other party three months' salary in lieu of notice; or
- (c) by the Institute without the payment of compensation of any kind whatsoever and without any previous notice if the Appointee shall -
 - (i) be convicted by a court of law of any crime which is likely to bring the Institute into disrepute; or
 - (ii) commit an act of bankruptcy; or
 - (iii) be guilty of insobriety or gross impropriety or misconduct; or
 - (iv) fail to perform his duties and obligations or observe any of the stipulations herein contained; or
- (d) by the Institute without any previous notice if the Appointee shall be certified in writing by a Medical Board appointed by the Council of the Institute consisting of three (3) medical practitioners, one of whom shall be nominated by the Appointee, to be unfit for further service in the Institute. If the Appointee refuses or is unable to nominate a medical practitioner of his own choice within fourteen (14) days upon being requested so to do the Council shall thereupon appoint the third medical practitioner to constitute the Medical Board. The Appointee shall whenever required so to do by the Council of the Institute submit himself for examination by the Medical Board at the expense of the Institute.

5. If the Appointee shall die during the subsistence of this Agreement, the Institute shall pay to his widow or his children or to his next-of-kin or to such other person as the Council in its absolute discretion may decide a sum equivalent to the Appointee's salary from the date of his death to the end of the following month.

.../3

- 3 -

6(a) The salary scale for this appointment shall be Dollars _____ () rising by increments of Dollars _____ () to Dollars _____ (), the increments being due annually on the first day of January. ~~The annual increment will not be automatically due to an Appointee who is crossing the salary bar or on salary range (i.e. at \$5,450 a month and above).~~

6(b) ~~The salary for this appointment shall be in the range~~

7. The Appointee shall be paid a commencing basic salary of Dollars _____ () a month and such increments as the Appointee may be entitled to in accordance with the salary scale set out in Clause 6.(a) above.

8. (a) The Appointee's salary shall be payable in Singapore currency at the end of every month.

(b) The Institute shall be entitled to deduct or set-off against the monthly salary of the Appointee the following:

- (i) the monthly rent payable in respect of living quarters, if any, provided by the Institute; and
- (ii) such other amounts as may be due to the Institute from time to time subject to the provisions of the Employment Act 1968 or any statutory modification thereto or re-enactment thereof for the time being in force;

and the Appointee shall accept the balance in full satisfaction of the Appointee's salary.

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Pg 4/8

- 4 -

9. The Appointee shall immediately after the effective date of this Agreement become a member of the Central Provident Fund Scheme and be subject to the rules of the Scheme as set out in the Central Provident Fund Act (Chapter 121).

10. The Leave and Passage rules for the time being in force, a copy of which the Appointee acknowledges having received, shall form part of this Agreement for Service and the Appointee agrees to be bound by any Leave and Passage Rules as may from time to time be amended or substituted by the Council of the Institute without reference to the Appointee.

For the application of the Rules Kent, Great Britain shall be the Appointee's permanent home provided that if the Appointee shall at any time during the continuance of this Agreement become a permanent resident or citizen of Singapore or Malaysia or of any of its component states or of the State of Brunei, the Appointee shall forthwith cease to be entitled to such leave and passage assistance and other benefits usually extended to an expatriate staff member.

11. The Appointee shall during the continuance of this Agreement enjoy such medical benefits as may from time to time be determined by the Council of the Institute under the Medical Services Scheme for Staff of the Institute.

12. The Appointee shall be a member of the Staff of the School of Electrical and Electronic Engineering but the President may transfer or redesignate the Appointee to such other School as he may in his discretion think fit. The appointment shall be a full-time appointment and the Appointee shall devote his whole time, knowledge, skill, ability and attention exclusively to the service of the Institute and shall personally attend to all duties that may be required of the Appointee. The Appointee is not precluded from accepting external examinerships and at the discretion of the Council of the Institute may be permitted to accept other paid work provided it does not interfere with the Appointee's duties. The Appointee may, subject to any contrary direction of the Council, engage in any unpaid work as will not interfere with the Appointee's duties.

13. The Appointee shall immediately inform the Institute in writing of any invention, design or improvement discovered or made by the Appointee in the course of the Appointee's service with the Institute, and, if so required, shall enter into a mutual arrangement with the Institute so as to enable the Institute to obtain a grant of letters patent or other similar grant or registration of rights for each such invention, design or improvement for the exclusive use and benefit of the Institute and the Institute in acquiring such rights shall offer to the Appointee such return, reward or remuneration as the Institute in its absolute discretion may determine: Provided always that if the

.../5

- 5 -

Institute shall not, within the period of six (6) months after receipt of the written communication of such invention or improvement, notify the Appointee in writing of the intention of the Institute to take the benefit of such invention, design or improvement, the Appointee shall then be entitled to retain the same for his own exclusive use and benefit.

14. The Appointee shall not at any time before or after the determination of the Appointee's service for whatever cause communicate directly or indirectly to any person other than the person to whom the Appointee is authorised to communicate or to whom it is the Appointee's duty to communicate, or retain in the Appointee's possession or control any document note or information of a confidential nature acquired or entrusted in confidence or obtained by the Appointee owing to his position.

15. The Appointee shall be bound by and shall conform with all rules and regulations for the time being in force affecting Institute staff.

16. This Agreement shall be interpreted in accordance with the laws of the Republic of Singapore.

17. If any dispute or difference shall arise between the Institute and the Appointee on the construction or fulfilment of these presents, or as to any matter or things of whatsoever nature arising hereunder or in connection herewith, the matter in difference shall be referred to two arbitrators one to be appointed by each party and in the event of difference of opinion between the arbitrators to an umpire to be appointed by the arbitrators before entering upon the reference pursuant to and so as with regard to the mode and consequence of the reference and in all other aspects to conform to the provisions in that behalf contained in the Arbitration Ordinance or any then subsisting statutory modification thereof. The decision of the arbitrator, arbitrators or umpire, as the case may be, shall be final and binding on the parties and each of the parties shall do all acts and things and execute all deeds and instruments necessary to give effect to the award to be made pursuant to this submission.

18. This Agreement shall be subject to the provisions of the Constitution of the Institute and to the provisions of all Statutes and Regulations made thereunder in force at the date of the signing of this Agreement.

.../6

P4 4/8

- 6 -

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first abovewritten.

SIGNED by the Registrar
for and on behalf of the
NANYANG TECHNOLOGICAL
INSTITUTE in the
presence of:-

Miss Wang Taiu-Fu

Miss Evelyn Ng

Mr. Ling Sing Wong

SIGNED by the abovenamed

MR DAVID IAN FLYNN

in the presence of:-

Mr D. L. FEUER

(Name, IN BLOCK LETTERS

13, OLD GARDENS CLOSE

address and

TUN BRIDGE WALK 16th. T2.5ND

occupation

Sales REPRESENTATIVE

of two witnesses

DR USHA ARON, The Surgery

Room 100, Road
Tampines West, Singapore
Tel: 79 51553

in this space

opposite their

signatures.)

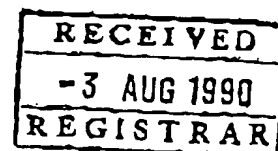
(Signature of Appointee)

(Signature of First Witness)

(Signature of Second Witness)

SEP 1999 13:41

PERSON OFFICE



NANYANG TECHNOLOGICAL INSTITUTE

FORM OF ACCEPTANCE

To: Registrar
Nanyang Technological Institute
~~Upper Jurong Road~~ NANYANG AVENUE
Singapore 2263

From DAVID FLYNN
14 OLD GARDENS CL.
TUNBRIDGE WELLS
KENT, U.K.

Date 25.7.90

1. I accept the offer of appointment conveyed in your letter of ..10.7.90 and, in this connection, return herewith the Agreement for Service duly signed and witnessed.
2. I propose to assume duty on or about 1.10.90

David Flynn
Signature of Appointee

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Shi *et al.*

Appl. No.: 09/236,113

Filed: January 25, 1999

For: **Cathode Arc Source and Graphite
Target**



Art Unit: 1753

Examiner: *To Be Assigned*

Atty Docket: 1581.0250001

Declaration of George W. Schlich Under M.P.E.P. § 409.03(d)

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

I, George W. Schlich, Chartered Patent Attorney at Mathys & Squire, 100 Gray's Inn Road, London WC1X 8AL, England, do hereby declare as follows:

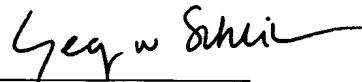
1. I received a copy of the Notice to File Missing Parts of Application - Filing Date Granted issued by the U.S. Patent and Trademark Office in the above-referenced application. On May 6, 1999 Mathys & Squire forwarded a copy of the Combined Declaration and Power of Attorney for Patent Application and Assignment documents ("the documents") to Mr. Flynn. [See Exhibit A]
2. On May 11, 1999, Mr. Flynn was telephoned regarding the documents. Mr. Flynn informed Mathys & Squire that he had not received the documents. On May 12, 1999, the documents were again sent to Mr. Flynn via registered mail. [See Exhibit B] Mr. Flynn telephoned Mathys & Squire on May 13, 1999, informing Mathys & Squire that he was refusing to sign the documents until his inventorship contribution and potential compensation had been settled. In particular, Mr. Flynn expressed disappointment over

being the fourth named inventor on the patent application, rather than the first named inventor. On May 14, 1999, Mr. Flynn's refusal to cooperate was reported to Professor Yeong Hin Yuen at Filplas Vacuum Technology PTE Ltd., the entity to which the above-referenced application is to be assigned. [See Exhibit C]

3. Throughout July, 1999 Mathys & Squire attempted to contact Mr. Flynn regarding the documents, without success. On July 28, 1999, Dr. Xu Shi informed Mathys & Squire that discussion had taken place between Mr. Flynn and the Nanyang Technological Institute ("the Institute"). The Institute employed Mr. Flynn and the other named inventors at the time of the invention of the above-referenced application. Dr. Shi requested that another set of the documents be sent to Mr. Flynn. [See Exhibit D]
4. On July 30, 1999, Mathys & Squire unsuccessfully attempted to contact Mr. Flynn via telephone. On August 4, 1999, the documents were once again sent to Mr. Flynn via registered mail. [See Exhibit E] Mathys & Squire unsuccessfully attempted to contact Mr. Flynn on a weekly basis throughout August, 1999.
5. On September 6, 1999, Mathys & Squire spoke with Mr. Flynn via telephone. Mr. Flynn advised that he was still unwilling to sign any forms.

All statements made herein of my own knowledge are true. All statements made on information and belief are believed to be true. The statements are made with the knowledge that willful false statements and the like so made are punishable by fine, imprisonment, or both, under 18 U.S.C. 1001 and may jeopardize the validity of the above-referenced U.S. application or any patent issuing therefrom.

Executed on this 9th day of September, 1999, in London, England.



George W. Schlich

F:\WPDOCS\GWS\NEWEMAIL\025DECLS.WPD

SKGF 1/28/98 dcw

Our Ref: GWS/19296 US
Yr. Ref: -

David Flynn Esq
7 Welland Close
Crowborough
East Sussex TN6 3BF

6 May 1999

Dear David,

New US Patent Application
"Reversing Field"
In the name of Shi et al

You will recall you are named as an inventor on a number of patent applications filed in the name of Nanyang Technological University. The application covering the "Reversing Field" invention has recently been filed as a patent application in the USA. Each of the inventors is initially named as applicant in the USA and are required as a matter of formality to execute (i) a Declaration and (ii) an Assignment in-respect of the US patent application.

I am enclosing both documents and would be grateful if you could sign and date them where indicated. Please can you also put your initials next to the place where I have corrected your citizenship from Singapore to United Kingdom.

Also enclosed is a stamped envelope for return of these forms and I look forward to receiving them from you. If you have any questions about the forms then I would ask you to call me on 0171 830 0000.

Lastly, we are currently required to file these forms in the USA before 12 May 1999 and if it is possible for you to sign and return the forms within the next few days then this would be most appreciated.

Yours sincerely

George W. Schlich
MATHYS & SQUIRE

Enc: Assignment, Declaration/Power of Attorney, stamped envelope

/bh

Our Ref: GWS/MRM/19296

Yr. Ref: -

David Flynn Esq
7 Welland Close
Crowborough
East Sussex TN6 3BF



12 May 1999
BY REGISTERED MAIL

Dear David,

US Patent Application No. 09/236,113
"Reversing Field"
In the name of Shi, et al.

You will recall you are named as an inventor on a number of patent applications filed in the name of Nanyang Technological University. The application covering the "Reversing Field" invention has recently been filed as a patent application in the USA. Each of the inventors is initially named as applicant in the USA and are required as a matter of formality to execute (i) a Declaration and (ii) an Assignment in respect of the US patent application.

I am enclosing both documents and would be grateful if you could sign and date them where indicated.

Also enclosed is a stamped envelope for return of these forms and I look forward to receiving them from you. If you have any questions about the forms then I would ask you to call me on 0171 830 0000.

Lastly, we are currently required to file these forms in the USA before **12 May 1999** however, as discussed by telephone, a one month extension has been obtained and I would be most grateful if you would sign and return the forms within the next few days.

Yours sincerely

George W. Schlich
MATHYS & SQUIRE

Enc: "Assignment" and "Declaration/Power of Attorney" forms
Stamped addressed envelope

/rs

S.D. RITTER M.A. (Cantab) M.Sc. (London)
P.D. GARRATT M.A. (Oxon)
M.C. MOIR B.Sc. (Eng) C.Eng. F.I.Mech.E. M.I.T.M.A.
P.D. COZENS M.A. (Cantab) Ph.D. (London) D.I.C.
G.W. SCHLICH M.A. (Cantab)
I. KAZI M.A. (Cantab)
S.G. COLMER B.A. (Cantab)

MATHYS & SQUIRE

*Chartered Patent Attorneys
European Patent Attorneys
Trade Mark Attorneys*

THIS FACSIMILE TRANSMISSION
OF 1 PAGE(S) TO NO: 00 65 792 1737
WILL NOT BE CONFIRMED BY MAIL.

100 GRAY'S INN ROAD LONDON WC1X 8AL
TELEPHONE +44 (0)171-830 0000
FACSIMILE +44 (0)171-830 0001
EMAIL mail@mathys-squire.com

Our Ref: GWS/MRM/19296
Yr. Ref: -

Prof. Yeong Hin Yuen
Filplas Vacuum Technology PTE Ltd
c/o Innovation Centre
Block 1, Unit 3
Nanyang Avenue
Singapore 639798



14 May 1999

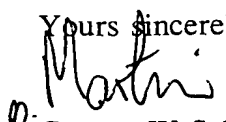
Dear Professor Yeong,

US Patent Application No. 09/236 113
"Cathode arc source and graphite target"
In The Name Of Shi, et al

Further to my letter of 12th May 1999, I have spoken with David Flynn. David advised that he is currently refusing to sign the "Assignment" and "Declaration/Power of Attorney" forms until he has confirmed his inventorship contribution with NTU and until potential inventorship recompense has been settled with NTU. In particular, David indicated that he was rather upset to be identified as the fourth inventor, when he considered that he was the primary inventor in connection with the above application.

David indicated that he hoped to clarify the above position within the next week so that he would then be in a position to sign the forms and return them to me. I shall keep you informed of further developments.

Yours sincerely,


George W Schlich
MATHYS & SQUIRE

PS. Prof. Yeong, I have reported the above situation in the absence of George who is currently on holiday. Should you wish to speak to George he will be back in the office on 20th May 1999.

MRM/KSS

THIS MESSAGE IS CONFIDENTIAL AND MAY CONTAIN PRIVILEGED INFORMATION
INTENDED ONLY FOR THE USE OF THE ADDRESSEE

Associates: B.V. INGRAM M.J. ARNOTT M.I.T.M.A. E.A. SIMONS
Consultants: J.A.D. CROPP M.G. HARMAN P.L. KOLKER K.S. TARGETT

From: Shi Xu (Assoc Prof)
Sent: Wednesday, July 28, 1999 11:28 AM
To: 'George Schlich'
Cc: Tan Hong Siang (Prof); Yeong Hin Yuen (Assoc Prof); Tay Beng Kang (Assoc Prof)
Subject: David Flynn

Dear George,

Regarding to David's issue, we have assured him that no inventor has ever obtained any benefit arising from the patents so far except the very early payment by Avimo. We have also assured him that he will get his fair share if there is any benefit given to inventors.

We have total 9 patent applications filed so far related to the FCVA technology. David is involved in the previous three. He might seek your confirmation on this. All information made to the public can certainly provided to David.

It is therefore to David's own interest to proceed with the paper work. He understands that benefit due to the inventors, if there is any, will be given by NTU according to rules and regulations. It is up to the inventors to decide our own distribution. We have already proposed a fair solution to him and his response was positive.

Please contact David and ask him to finish the paper work. If he still refuses to sign we would have to take other actions as you suggested in your letter.

Best wishes,

Xu

Xu Shi, Ph.D.

Associate Professor

Block S2, School of EEE

Nanyang Technological University

SINGAPORE 639798

Tel: (65) 7905454 or 7906127, Fax: (65) 7912687, 7933318

Email: esxu@ntu.edu.sg

Our Ref: GWS/MRM/19296
Yr. Ref: -

David Flynn Esq
7 Welland Close
Crowborough
East Sussex TN6 3BF

BY REGISTERED MAIL

4 August 1999

Dear David,

US Patent Application No. 09/236 113
"Cathode arc source and graphite target"
In the name of Shi, et al.

I understand from Professor Yeong Hin Yuen that you have recently been in contact with Nanyang Technological University to discuss recompense in respect of various patent applications (including the above) for which you are a named inventor. I hope that the discussions have concluded to your satisfaction.

You will recall that there are two outstanding forms on the above application for which your signature is required (enclosed). Assuming that you are now prepared to sign, would you please sign and date these forms and return them to me at your earliest possible convenience. If you are still not prepared to sign the forms would you please give me a call to confirm this.

Yours sincerely,

George W. Schlich
MATHYS & SQUIRE

Enc: "Assignment" and "Declaration/Power of Attorney" forms

/JJ